received nothing for his agreement. Hamilton returned to Viola and there practiced medicine in violation of the alleged contract. This is a bill for an injunction to restrain Hamilton from violating his contract. Hamilton defended on the ground that there was no adequate consideration, and that the clause, "unless forced to by some unforseen circumstances," rendered the contract too indefinite and uncertain to support an injunction The Master in Chancery found: "Though perhaps inadequate and remote the consideration is sufficient in law to sustain an action at law." "That it is not such a contract as equity will enforce by injunction." The circuit court reversed the master. The appellate court reversed the circuit court, and the case was appealed to the Supreme Court. *Held*, That the complainant was entitled to the relief sought; confirming the judgment of the circuit court. *Ryan* v. *Hamilton* (1903), — Ill. –, 68 N. E Rep. 781.

Ryan purchased the property upon the inducement held out by Hamilton that he would succeed to the business of the firm. The payment of the money was a detriment to the complainant and a valid consideration whether defendant received any part of it or not. If there is a legal consideration the contract is enforceable in equity and the court will not inquire as to the adequacy of the consideration. The contract though a little indefinite should be reasonably construed and enforced if possible. The decision is sustained by the great weight of authority at the present time. *Linn* v. *Sigsbee*, 67 Ill. 75; *Hursen* v. *Gavin*, 162 Ill. 377, 44 N. E 735; *Doty* v. *Martin*, 32 Mich. 463; *Eisel* v. *Haynes*, (Ind. Sup.) 40 N. E. 119; *Beatty* v. *Cable*, (Ind. Sup.) 41 N. E. 590; *Up River Ice Co.* v. *Denler*, 114 Mich. 296, 72 N. W. 157, 68 Am. St. Rep. 480; *McCurry* v. *Gibson*, 108 Ala. 451, 8 So. 806, 54 Am. St. Rep. 177; *French* v. *Parker*, 16 R. I. 219, 14 Atl. 870, 27 Am. St. Rep. 733. HIGH ON INJUNCTIONS, §§ 1167-1168. Early cases held contracts in restraint of trade void as against public policy. Later they were held valid if the restriction was reasonable and supported by a legal consideration. *Hitchcock* v. *Coker*, 6 A. & E. 438. *McClurg's Appeal*, 58 Pa. St. 51. *Butler* v. *Burleson*, 16 Vt. 176. Some authorities maintain that a court of equity may use its discretion in granting an injunction where the consideration is grossly inadequate. *Thayer* v. *Younge*, 86 Ind. 259, KERR ON INJUNCTIONS, 454.

FOREIGN ADMINISTRATOR — COLLECTION OF ASSETS — RIGHTS OF DOMESTIC ADMINISTRATOR.—Decedent died at her residence in New Jersey and an administrator was there appointed. He presented a certified copy of his letters of administration and decedent's pass book to the defendant (N.Y.) bank, and demanded and received the balance due on decedent's account. Subsequently, the administrator who had been appointed in New York about five months before the New Jersey administrator was appointed, and whose appointment was a matter of record in the surrogate's office, demanded payment from the bank. *Held*, that the act of the bank in making payment to the foreign domiciliary guardian in good faith, without knowledge that another administrator had been appointed in the state, operated as a discharge of the indebtedness. *Maas* v. *Savings Bank* (1903),—N. Y.—, 68 N. E. Rep. 658.

As stated in the principal case and as established by the cases therein cited, the undoubted weight of authority upholds the view that voluntary payments by debtors to a foreign executor or administrator discharge the debts. *Vroom* v. *Van Horne*, 10 Paige (N. Y. Chan.) 549, 42 Am. Dec. 94; *Schluter* v. *Savings Bank*, 117 N. Y. 125, 22 N. E. Rep. 572, 5 L. R. A. 541, 15 Am. St. Rep. 494; *Dexter* v. *Berge*, 76 Minn. 216, 78 N. W. Rep. 1111.

But this is the rule only where there is no domestic administrator, or he is appointed after the debt is paid, or at least after suit is brought by the domiciliary administrator. *Wilkins* v. *Ellet*, 108 U. S. 256, 2 Sup. Ct 641, 27 L. Ed. 718; *Bull* v. *Fuller*, 78 Ia. 20, 42 N. W Rep. 572, 16 Am. St. Rep. 419; *National Bank* v. *Sharp*, 53 Md. 521; *Greenwalt* v. *Bastian*, 10 Kan. App. 101, 61 P. Rep. 513; *Thorman* v. *Broderick*, 52 La. Ann. 1298, 27 So. Rep. 735. Where there is a domestic administrator payment to a foreign administrator according to the following cases is no discharge. *Equitable Life Assurance Soc.* v. *Vogel*, 76 Ala. 441, 52 Am. Rep. 344; *Walker* v. *Welker*, 55 Ill. App. 118; *Amsden* v. *Danielson*, 18 R. I. 787, 35 A. Rep. 70; *Murphy* v. *Crouse*, 135 Cal. 14, 66 P. Rep. 971; and *Stone* v. *Scripture*, 4 Lans. (N. Y) 186. This last case is directly in point, from the same state as the principal case, is decided just the other way, cites authorities and gives the following reason for its action,—"an administrator having been appointed in this state who was authorized to receive and discharge the mortgage, the foreign administrator had no lawful right to discharge it." In the principal case the domestic administrator did nothing until after the bank had paid the debt, and the court seemed to reason from the equities of the case that his delay in acting put him in the same position as if he had not been appointed until after the debt was paid, although the court does not say so. The court proceeds to say that the appointment being of record in the surrogate's office was no notice because to make it such would be embarrassing to creditors. Aside from the question of notice which was not considered by the cases above enumerated, the fact that the opinion cites absolutely no authorites to support it on the point in dispute and that authorities to the contrary are numerous leads us to doubt the correctness of the decision.

HIGHWAY—LICENSE—DEFECTIVE BRIDGE—LIABILITY OF OWNER.—Several years prior to April, 1902, the public had been permitted to travel over land belonging to the defendant without objection on its part. On the day named the plaintiff was riding his mule over the land, and coming to a bridge which had been built over a small bayou, he started to cross upon the bridge, but it careened, having been negligently constructed, thus throwing mule and rider into the bayou, injuring both severely. In this action brought to recover for his injuries, also for the price of his mule, *Held*, plaintiff could recover. *Lawson* v. *Shreveport Waterworks Company* (1903), —La. —, 35 So. Rep. 390.

The main question in this case is what duty did the company owe to persons traveling over this land? The public were given an implied invitation to use this way, and the licensor assumes the obligation of seeing that the premises are in a reasonably safe condition. COOLEY ON TORTS, 604-607; *Bennett* v. *R. R. Co.*, 102 U. S. 577. If plaintiff had been traveling over this land, having business with the owner, there is no doubt that defendant would have been liable in this action; but he was simply passing along the way by permission, and the following authorities hold that no duty was owed by the defendant to see that the bridge was in a reasonably safe condition: *Carleton* v. *Franconia Iron and Steel Co.*, 99 Mass. 216; *Sweeney* v. *R. R. Co.*, 10 Allen (Mass.) 368; *R. R. Co*, v. *Bingham*, 29 Ohio St. 364; *Hounsell* v. *Smith*, 7 C. B. N. S. 731; *Gillis* v. *R. R. Co.*, 59 Pa. 129: WHARTON ON NEGLIGENCE, §§ 821-822.

HUSBAND AND WIFE—BILLS AND NOTES—INTERMARRIAGE OF PARTIES.—Defendant in this suit gave his promissory note to Rosa B. Shepardson for money she had loaned him. A few months afterward the parties were married and that relation has existed ever since. The note in suit belongs to the wife, demand had been made and note was overdue when this suit was